

FABYANSKE, WESTRA & HART
A PROFESSIONAL ASSOCIATION

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JOHN T. TROUT
KEITH D. RINTA
CARA D. HELPER
TIEN T. CAI
FREDERICK H. LADNER

OF COUNSEL:
HOLLY A. R. HART

March 5, 1999

VIA CERTIFIED MAIL

RECORDATION NO. **20775-M** FILED

MAR 9 '99 11-00AM

Office of the Secretary
Surface Transportation Board
1925 K Street, Suite 700
Washington, D.C. 20423-0001

Re: Carlson Leasing/General-Power Flats, Ltd.
Our File No.: 06327-000

Dear Secretary:

I have enclosed an original and one copy/counterpart for the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

Lease Supplement No. 814112: This document is a lease supplement, a secondary document, dated February 25, 1999. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company, as Lessor and Power Flats, Ltd. and OPM Services, Inc., as Co-Lessees and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are as follows:

Lessor: CLC Equipment Company
1405 Xenium Lane North
Plymouth, MN 55441

Co-Lessees: Power Flats, Ltd.
1000 West Ormsby
Louisville, KY 40210

OPM Services, Inc.
1000 West Ormsby
Louisville, KY 40210

A description of the equipment covered by the document is as follows:

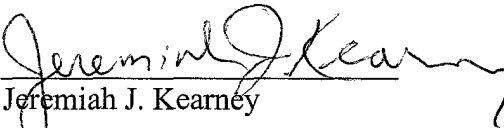
One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70978
One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70979
One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70980
One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70981
One (1) 70' FM 225 Ton Flat Car - Serial No. LNAL 70982
One (1) 38' FD 182 Ton Flat Car - Serial No. LNAL 38180
One (1) 38' FD 182 Ton Flat Car - Serial No. LNAL 38181

A check for \$26.00 is enclosed for the filing fee. Please return the originals and any extra copies not needed by the Board to:

Fabyanske, Westra & Hart, P.A.
ATTN: Beth Schwartz
920 Second Avenue South, Suite 1100
Minneapolis, MN 55402

Very truly yours,

Fabyanske, Westra & Hart, P.A.

By: 
Jeremiah J. Kearney

JJK/bas
Enclosures
cc w/o enc: Mr. James Bluhm

RECORDATION NO.

20775-M

FILED

MAR 9 '99

11-00AM

LEASE SUPPLEMENT NO. 814112

Dated February 25, 1999

Between

CLC Equipment Company

as Lessor

and

Power Flats, Ltd. and OPM Services, Inc., as Co-Lessees

as Lessee

with respect to

RAILCARS

FILED WITH THE INTERSTATE COMMERCE COMMISSION

PURSUANT TO 49 U.S.C. §11303

ON _____, 19____

AT ____:____ A.M.

RECORDATION NUMBER _____

THIS LEASE SUPPLEMENT, dated February 25, 1999,
between CLC Equipment Company, a Minnesota corporation ("Lessor") and Power Flats, Ltd., a Kentucky limited partnership and OPM Services, Inc., a Kentucky corporation, as Co-Lessees ("Lessee").

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease") dated as of June 17, 1997

WHEREAS, the Lease provides that on the Closing Date Seller shall deliver to Lessor a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Lessor, and Lessor purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Lessor on such Closing Date;

WHEREAS, the Lease provides for the execution of a Lease Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof; and

WHEREAS, capitalized terms used herein without definitions shall have the respective meanings set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with all applicable mechanical specifications for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder and the Lessor's Cost of each Railcar leased hereunder are set forth on Schedule 1. The Stipulated Loss Values set forth on Schedule 2 hereto shall be applicable in respect of the Railcars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreements, in accordance with the Lease as supplemented by this Lease Supplement, that; (a) notwithstanding the definition of "Basic Rent" set forth in the Lease, to pay the following Basic Rent for the Railcar subject to this Lease Supplement; (i) during the Basic Term, 120 consecutive equal monthly installments payable in advance in accordance with Section 3 of the Lease, each such installment shall be in an amount equal to 1.12474% of the Aggregate Lessor's Cost for such Railcar; and (ii) during each Renewal Term, Basic Rent shall be set as described in Section 2(b) of the Lease; and (b) each reference in the

Lease to the Basic Rent for such Railcar shall mean and be a reference to the Basic Rent established by this Lease Supplement.

5. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

6. This Lease Supplement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7. This Lease Supplement is being delivered in the State of Minnesota and shall in all respects be governed by, and construed in accordance with, the laws of the State of Minnesota, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

CLC Equipment Company

(Lessor)

By: John M. Swales, Jr.

Title: Vice President

Power Flats, Ltd., a Kentucky limited partnership, and
OPM Services, Inc., as Co-Lessees,
(Lessee)

Power Flats, Ltd., a Kentucky limited partnership

By: OPM Flats, Inc.

Title: Its General Partner

By: [Signature]

Title: President

OPM Services, Inc.

By: [Signature]

Title: President

STATE of Kentucky)
)
COUNTY OF Jefferson) SS.:

On this 24th day of February, 1999, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn, Mr. Oyler says that he is the President of OPM Flats, Inc., a Kentucky corporation, the general partner of Power Flats, Ltd., a Kentucky limited partnership, that said instrument was signed on behalf of said partnership by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation on behalf of said partnership.

Cheryl Gaus
Notary Public

My Commission Expires: May 6, 1999

[Notary Seal]

STATE of Kentucky)
)
COUNTY OF Jefferson) SS.:

On this 24th day of February, 1999, before me personally appeared Kent Oyler, to me personally known, who, being by me duly sworn, Mr. Oyler says that he is the President of OPM Services, Inc., a Kentucky corporation, that said instrument was signed by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

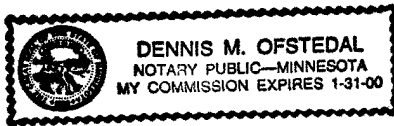
Cheryl Gaus
Notary Public

My Commission Expires: May 6, 1999

[Notary Seal]

STATE OF Minnesota)
 : SS.:
COUNTY OF Hennepin)

On this 15th day of February, 1999 before me personally appeared John M. Diracles, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President of CLC Equipment Company, a Minnesota corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Dennis M. Ofstedal
Notary Public

My Commission Expires:

[Notary Seal]

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

RailCars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Description</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>	<u>Identification Numbers of Railcars</u>
1	LNAL 70978	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70978
1	LNAL 70979	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70979
1	LNAL 70980	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70980
1	LNAL 70981	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70981
1	LNAL 70982	70' FM 225 Ton Flat Car	\$289,000.00	\$289,000.00	LNAL 70982
1	LNAL 38180	38' FD 182 Ton Flat Car	\$349,750.00	\$349,750.00	LNAL 38180
1	LNAL 38181	38' FD 182 Ton Flat Car	\$349,750.00	<u>\$349,750.00</u>	LNAL 38181
				<u>\$2,144,500.00</u>	

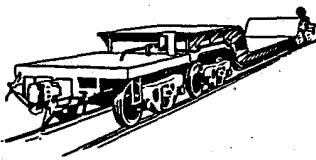
DATED February 25, 1999

<u>Payment Period No.</u>	<u>Amount Due as a percentage of Original Cost</u>	<u>Payment Period No.</u>	<u>Amount Due as a percentage of Original Cost</u>	<u>Payment Period No.</u>	<u>Amount Due as a percentage of Original Cost</u>
1	105.7	41	93.7	81	81.7
2	105.4	42	93.4	82	81.4
3	105.1	43	93.1	83	81.1
4	104.8	44	92.8	84	80.8
5	104.5	45	92.5	85	80.5
6	104.2	46	92.2	86	80.2
7	103.9	47	91.9	87	79.9
8	103.6	48	91.6	88	79.6
9	103.3	49	91.3	89	79.3
10	103.0	50	91.0	90	79.0
11	102.7	51	90.7	91	78.7
12	102.4	52	90.4	92	78.4
13	102.1	53	90.1	93	78.1
14	101.8	54	89.8	94	77.8
15	101.5	55	89.5	95	77.5
16	101.2	56	89.2	96	77.2
17	100.9	57	88.9	97	76.9
18	100.6	58	88.6	98	76.6
19	100.3	59	88.3	99	76.3
20	100.0	60	88.0	100	76.0
21	99.7	61	87.7	101	75.7
22	99.4	62	87.4	102	75.4
23	99.1	63	87.1	103	75.1
24	98.8	64	86.8	104	74.8
25	98.5	65	86.5	105	74.5
26	98.2	66	86.2	106	74.2
27	97.9	67	85.9	107	73.9
28	97.6	68	85.6	108	73.6
29	97.3	69	85.3	109	73.3
30	97.0	70	85.0	110	73.0
31	96.7	71	84.7	111	72.7
32	96.4	72	84.4	112	72.4
33	96.1	73	84.1	113	72.1
34	95.8	74	83.8	114	71.8
35	95.5	75	83.5	115	71.5
36	95.2	76	83.2	116	71.2
37	94.9	77	82.9	117	70.9
38	94.6	78	82.6	118	70.6
39	94.3	79	82.3	119	70.3
40	94.0	80	82.0	120	70.0

Initials

KASGRO

RAIL CORP



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102
PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 11-02-98

INVOICE NO: 98-0339

SOLD TO: CLC Equipment Co.
Attention James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

REMIT TO: Kasgro Rail Corp
320 E. Cherry Street
New Castle, PA 16102

RECEIVED FEB 01 1999

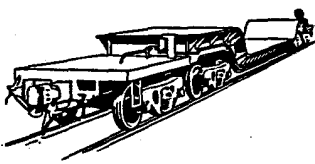
Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord	Shipped	Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks Car No. LNAL 70978	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE

KASGRO

RAIL CORP



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102
PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 11-04-98

INVOICE NO: 98-0341

SOLD TO: CLC Equipment Co.
Attention James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

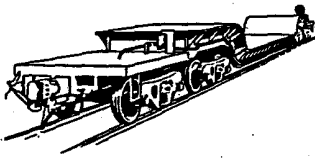
REMIT TO: Kasgro Rail Corp
320 E. Cherry Street
New Castle, PA 16102

RECEIVED FEB 01 1999

Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord Shipped		Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks Car No. LNAL 70979	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102
PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 01-08-99

INVOICE NO: 99-0006

SOLD TO: GLC Equipment Co.
Attention James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

REMIT TO: Kasgro Rail Corp
320 E. Cherry Street
New Castle, PA 16102

RECEIVED FEB 01 1999

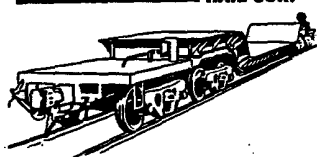
Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord	Shipped	Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks Car No. LNAL 70980	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE

KASGRO

RAIL CORP



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102
PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 01-12-99

INVOICE NO: 99-0011

SOLD TO: CLC Equipment Leasing Co.
Attention James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

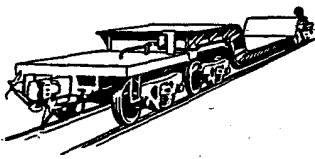
REMIT TO: Kasgro Rail Corp
320 E. Cherry Street
New Castle, PA 16102

RECEIVED FEB 01 1999

Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord	Shipped	Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks Car No. LNAL 70981	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102
PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 01-15-99

INVOICE NO: 99-0012

SOLD TO: CLC Equipment Leasing Co.
Attention James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

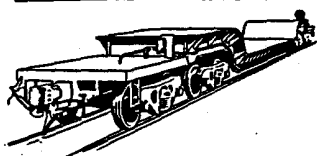
REMIT TO: Kasgro Rail Corp
320 E. Cherry Street
New Castle, PA 16102

RECEIVED FEB 01 1999

Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord	Shipped	Description	Unit Price	Amount
1	1	225 Ton 70' FM Flat Car With lock out blocks Car No. LNAL 70982	\$ 289,000.00	\$ 289,000.00
Total Amount				\$ 289,000.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102
PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 01-08-99

INVOICE NO: 99-0008

SOLD TO: CLC Equipment Leasing Co.
Attention James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

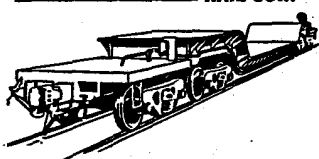
REMIT TO: Kasgro Rail Corp
320 E. Cherry Street
New Castle, PA 16102

RECEIVED FEB 01 1999

Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord Shipped		Description	Unit Price	Amount
1	1	182 Ton 38' FD Flat Car Car No. LNAL 38180		\$ 349,750.00
Total Amount				\$ 349,750.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE



Specialty Railcars • 320 East Cherry Street • New Castle, PA 16102
PH: (724) 658-9061 • FX: (724) 658-7639 • E-Mail Address: kasgro@hto.net

DATE: 01-08-99

INVOICE NO: 99-0007

SOLD TO: CLC Equipment Leasing Co.
Attention James H. Bluhm
Carleson Center
12755 State Highway 55
Minneapolis, MN 55441

REMIT TO: Kasgro Rail Corp
320 E. Cherry Street
New Castle, PA 16102

RECEIVED FEB 01 1999

Customer Order No.		Requisitioner K. Oyler	Customer No.	Terms
Shipped Via Rail		Shipped From New Castle, PA	F. O. B. New Castle, PA	Date Accepted
Quantity Ord Shipped		Description	Unit Price	Amount
1	1	182 Ton 38' FD Flat Car Car No. LNAL 38181		\$ 349,750.00
Total Amount				\$ 349,750.00

ME 159 "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof".

ORIGINAL INVOICE